

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

*Reviewed & Approved: 6/11/03*

PROJECT CODE NO : 03-0403  
DBE Firm/Subcontract #: I  
TO : Rick Stansel  
FROM : H. G. Mays Corporation  
Prime Contractor

SUBJECT : Franklin/Shelby

IM 64-3 (39)

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:  
Spartan Construction, Inc.  
DBE Employer Identification Numbers: 31-1028693 KY 042130  
The amount to be subcontracted by this request is \$134,850.00 or 4.16% of the  
(original contract) or a subcontract amount of \$3,243,748.06

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
Totals based on original contract Amounts	<u>\$134,850.00</u>	<u>4.16%</u>	<u>\$134,850.00</u>	<u>4.16%</u>

DEPT. OF HIGHWAYS  
DIVISION OF  
CONTRACT PROCUREMENT  
JUN 13 1 20 PM '03

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number KK02300069 & 6520

St Paul Fire & Marine & Ky Assc General which expires on December 31, 2003 with

Prime Contractor's Signature Date

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

**TC 63-35 DBE**  
Rev. 12/11/02

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Project Code Number (PCN): 30403 DBE Firm Spartan Const

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
C007	7	REMOVE PCC PAVEMENT	SQYD	100.00	\$45.00	\$4,500.00	100.00	\$45.00	\$4,500.00
C008	8	PCC PAVEMENT-10 INCH NON-REINF	SQ YD	100.00	\$150.00	\$15,000.00	100.00	\$150.00	\$15,000.00
C009	9	PARTIAL DEPTH PATCHING	CU FT	100.00	\$75.00	\$7,500.00	100.00	\$75.00	\$7,500.00
A019	24	REPAIR EXISTING BLOWUP *	SQ YD	341.00	\$75.00	\$25,575.00	341.00	\$75.00	\$25,575.00
C022	24	REPAIR EXISTING BLOWUP *	SQ YD	1,097.00	\$75.00	\$82,275.00	1,097.00	\$75.00	\$82,275.00

\* Partial Item does NOT include furnish HMA mix or Geo Textile Fabric

-  
-

Comments:

Speciality Items

Page Total \$134,850.00

\$134,850.00

## **SUBCONTRACT**

THIS SUBCONTRACT, made and entered in to this 5<sup>th</sup> day of June 2003, by and between **H. G. MAYS CORPORATION**, P. O. Box 797, Frankfort, KY 40602, (hereinafter "Contractor") and **SPARTAN CONSTRUCTION, INC.**, 1619 Distribution Drive, Burlington, KY 41005, (hereinafter "Subcontractor", whether one or more).

WITNESSETH: Whereas Contractor has heretofore contracted with the Commonwealth of Kentucky, Transportation, Frankfort, Kentucky, 40622 (hereinafter "Owner"), by written contract, (hereinafter "Prime Contract") for the construction project described as:

**Shelby-Franklin Counties IM 64-3  
FD52 106 0064 043-046 & FD52 037 0064 046-054  
PCN 03-0403**

(hereinafter referred to as the "Project")

And, WHEREAS the parties hereto desire that Subcontractor shall perform certain work in connection herewith;

IT IS THEREFORE contracted and agreed between the Contractor and Subcontractor as follows:

I. Description of Work. Subcontractor shall furnish all materials, supplies, labor, supervision, tools, machinery, equipment, services and other items required to fully complete the portion of work on the Project as described herein, and shall fully perform the items of work enumerated in Exhibit A attached hereto and made a part hereof, which Exhibit has been executed by both parties to this Subcontract.

II. Subcontract Price. Subcontractor shall be paid by Contractor, for the satisfactory performance and completion of Subcontractor's work described herein and all of the duties, obligations and responsibilities of the Subcontractor under the Subcontract Documents, as hereinafter defined, at the rate of the unit prices set forth in Exhibit A of this Subcontract (hereinafter called the "Subcontract Price"), subject to additions and deductions as provided herein. It is specifically understood and agreed by Subcontractor that the quantities of items set forth in Paragraph I are estimated quantities only and that the earnings of Subcontractor under this Agreement shall be determined by the quantities of work that are actually allowed and paid to Contractor by Owner.

The Subcontract Price includes all federal, state, county, municipal, and other taxes and assessments imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for in connection with the Subcontractor's work, including but not limited to sales, use and personal property taxes payable by or levied against the Owner, General Contractor, or the Subcontractor. Where the law requires any such taxes or assessments to be stated

and charged separately, the total price of all items included in Subcontractor's work, plus the amount such taxes shall not exceed the Subcontract Price.

III. Subcontract Documents. The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein, including but not limited to the Conditions of the Contract (General, Special, Supplementary and other Conditions), Drawings, Plans, Specifications, Addenda and Modifications, whether issued before or after the execution of this Agreement, and other Contract Documents, if any, listed in the Owner-Contractor Agreement; (3) any other documents specifically incorporated into this Subcontract issued after the execution hereof, all of which are hereby referred to and made a part of this Subcontract as though copied at length herein (and all of which documents are hereinafter collectively referred to as the "Subcontract Documents").

This Subcontract shall be performed in strict accordance with the Subcontract Documents and to the satisfaction of Contractor and Owner. The Subcontractor represents and agrees that it has carefully examined and understands the Subcontract Documents, copies of which have been and remain available for inspection and copying by Subcontractor, that it has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all of such matters and not in reliance upon any opinions or representations of Contractor, Owner, or any of their respective officers, agents, servants, or employees.

#### IV. Payment

(a) Progress Payments; Retainage. Subcontractor shall be paid by the Contractor at the rate of the unit prices listed in Paragraph I for all work performed and materials and supplies furnished, less retainage of 0 %, within seven (7) working days after the Contractor receives payment from the Owner, payment to Subcontractor being expressly conditioned upon Contractor's prior receipt of payment by Owner. It is specifically understood and agreed by Subcontractor that no payments by Contractor to Subcontractor shall be construed as acceptance of any portion of Subcontractor's work, a waiver of any defect or deficiency in Subcontractor's performance, or relieve Subcontractor of any of its obligations arising out of the Subcontract Documents. Should Contractor at any time determine that payments has been made to Subcontractor, on Subcontractor's behalf, in excess of the amount then due for work under this Agreement, then Subcontractor shall promptly repay any such excess to Contractor within three (3) days of demand for repayment.

(b) Final Payment. Final payment shall be made by Contractor to Subcontractor within thirty (30) days after completion and acceptance of the Subcontractor's work by Contractor and the Owner, provided that (1) Contractor shall have first received final payment from the Owner; (2) Subcontractor shall have furnished, if requested, evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's

work; and (3) Subcontractor shall have executed and delivered to Contractor, in form satisfactory to Contractor, a Release of Lien and an Affidavit of Payment running to and in favor of Contractor and the Owner.

(c) **Payments Withheld.** Subcontractor shall meet all of its obligations and liabilities pertaining to this Subcontract on a timely basis and shall furnish at any time requested evidence satisfactory to Contractor that there are no claims outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Subcontractor's work. In the event that Subcontractor does not comply with the above, Contractor may retain from monies owing to Subcontractor sufficient sums to indemnify Contractor and Owner against any claims or obligations related to this Subcontract. Contractor may disburse monies owing to the Subcontractor as Contractor may determine necessary, including by joint check arrangements or payments directly to persons or entities claiming by or through Subcontractor, to satisfy the above claims against or obligations of Subcontractor. Should Contractor advance money to Subcontractor or pay on his behalf any bills, accounts, labor or other items, such advances, disbursements and payments may be deducted from amounts due or to become due to Subcontractor, or the retained percentage, at the option of Contractor. Should such advances and payments be in excess of the total amount finally due Subcontractor, the Subcontractor shall promptly repay such excess to Contractor on demand.

**V. Date of Commencement and Completion.** Time is of the essence in the Prime Contract and is hereby declared to be of essence in this Subcontract. Subcontractor shall prosecute the Subcontract work with all possible diligence and all possible speed in order to insure completion of the work at the earliest possible date and shall fully cooperate with Contractor in scheduling and performing the Subcontract work to avoid conflict, delay in or interference with the Work of the Contractor or others upon the Project. The Subcontractor realizes and acknowledges the subcontract work is an integral part of the Prime Contract and agrees to complete said work in a timely fashion so as to allow the Contractor and others, if any, to complete the Project by the completion date as specified in the Prime Contract.

Subcontractor shall begin its work within five (5) days of notice to proceed by Contractor. In the event that Subcontractor does not perform its work promptly and the completion of the Project is thereby delayed, then Subcontractor shall assume and pay any damages, including but not limited to any liquidated damages provided by the Prime Contract, that may be incurred by or assessed against the Contractor.

The work of this Subcontract shall be completed on the timely basis as herein described, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

No extension of time will be valid without the Contractor's prior written consent after written claim for adjustment made by the Subcontractor.

Contractor shall not be liable to Subcontractor for any costs or damages due to delays,

escalation, accelerations, nonperformance, interferences with performance, suspensions, or changes in the performance or sequence of the Subcontractor's work. Should this Agreement in whole or in part, be interfered with or delayed, or be suspended in commencement, prosecution or completion, for reasons beyond the Subcontractor's control, without its fault or negligence, Subcontractor shall be entitled to, and shall be fully compensated by, and extension of time in which to complete its work; but, only if Subcontractor shall first have notified Contractor in writing of the cause of delay with two (2) days of the occurrence of the event, and on the further condition that Contractor shall be received a similar extension of time from the Owner.

VI. Interruption of Work. Subcontractor shall not employ any persons or means of construction which may cause strikes, work stoppages, work interruption of hindrance, or any other disturbances, of any nature whatsoever, by Contractor's employees or the employees of any other contractor or subcontractor on the Project, with respect to any work related to this Subcontract Agreement and the Project.

VII. Subcontractor Default. Should the Subcontractor fail, in the opinion of the Contractor, to prosecute the work with sufficient force and speed, or default or neglect to carry out the work in accordance with this Subcontract, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of Contractor or any other Contractors or Subcontractors on the Project, including but not limited to any violation of the provisions of Paragraph VI above, or fail in the performance of any of the terms and provisions of this Agreement or the Subcontract Documents, or should the Owner or Contractor determine that Subcontractor's work or any portion thereof is not being performed in accordance with the Subcontract Documents, or should there be filed by or against Subcontractor a Petition in Bankruptcy, or should the Subcontractor become insolvent or be adjudicated bankrupt, or go into liquidation of dissolution, either voluntarily or involuntarily, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder by Subcontractor, and Subcontractor fails with three (3) working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, as its option and in addition to any other rights and remedies provided by this Agreement or by law, elect to proceed in any one of more of the following manners:

(1) Contractor may employ and use on said work, or any portion thereof, such number of workmen, laborers, supervisors, teams, tools, machinery, equipment and/or other subcontractors, at such wages, prices and rentals as Contractor may deem necessary and expedient to insure the prompt completion of the work and Project, and it shall charge all of same to Subcontractor;

(2) Contractor may relet the work, either in whole or in part, to such other persons or entities as it may desire, at such prices as it may deem proper, and shall charge the costs thereof to Subcontractor;

(3) Contractor may declare the rights of Subcontractor under this Agreement to be

terminated and, in such event, Subcontractor shall only be paid for the actual work done by it to the date of termination, less the amount of any damages, claims, obligations or liabilities incurred by Contractor or Owner by virtue of Subcontractor's actions;

(4) Contractor may terminate the employment of Subcontractor for all or any portion of the Subcontractor's work, enter upon the premises and take possession of, for the purpose of completing the Subcontractor's work, all materials, equipment, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Subcontractor's work and provide all of the labor, services, materials, equipment and other items required therefore. In any such event, Subcontractor shall remain bound, and all other terms of this Agreement shall remain in force, to the extent of the work or areas which have not been so terminated. In case of such termination of Subcontractor, it shall not be entitled to receive any further payment under this Agreement until the Subcontractor's work shall be fully completed to the satisfaction of Contractor and the Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the costs, expenses, incurred by Contractor in completing the Subcontractor's work, such excess shall be paid to Subcontractor; but in the event that such costs, and expenses, shall exceed the unpaid balance of the Subcontract price, then Subcontractor shall pay the difference to Contractor upon demand.

For purposes of this Paragraph VII, the costs and expenses recoverable by Contractor from Subcontractor for Subcontractor default shall include the costs of completing the Subcontractor's work to the satisfaction of Contractor and the Owner and of performing and furnishing all labor, services, materials, equipment and other items required therefore, and in addition shall include all losses, damages, claims, obligations, liabilities, costs and expenses, including attorneys fees, incurred or suffered by Contractor by reason of or resulting from the Subcontractors default.

VIII. Changes. Subcontractor may, at any time during the progress of Subcontractor's work, be ordered in writing by Contractor, without invalidating this Subcontract, to make changes in the work of this Subcontract consisting of additions, deletions, deviations, or other revisions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Price and the Subcontract Time being adjusted accordingly. Subcontractor shall, prior to the commencement of such changed or revised work, submit promptly to Contractor written copies of a claim for adjustment to the Subcontract Price and Subcontract Time for such revised work in a manner and time consistent with the requirements of the Subcontract Documents. No change order or modifications of this Subcontract, whether for extras or otherwise, shall be valid unless authorized by the Contractor in writing after receipt of Subcontractor's claim for adjustment. Failure of the Subcontractor to make such a timely claim for adjustment shall bind the Subcontractor to the same consequences as those to which the contractor is bound to the Owner. Subcontractor shall accept any fuel adjustment applicable to Subcontractor's items as set forth in the Prime Contract.

In the event that Contractor and Subcontractor should not be able to agree as to the amount

to be allowed as an adjustment to the Subcontract price and Subcontract Time for any changes made pursuant to this Paragraph VIII, it shall, nevertheless, be the duty of Subcontractor to proceed immediately with such change(s) upon written notice from Contractor. In any such event the determination of the appropriate adjustment to the Subcontract Price and Subcontract Time for such revised work shall be resolved thereafter my mutual agreement or in accordance with paragraph XIII below pertaining to dispute resolution.

IX. Insurance. Before commencing work, Subcontractor shall procure and maintain at subcontractor's expense Workers Compensation and Employers Liability Insurance, comprehensive Commercial (Public) Liability Insurance, Property Damage Insurance, Automobile Liability Insurance, Umbrella Excess Liability Insurance and such other insurance as may be required by the Prime Contract, all written on an occurrence basis where available, and all with a financially sound insurance company or companies acceptable to Contractor, on all activities and work performed under this Agreement and to provide contractor with certificates of insurance establishing compliance with the requirements set forth herein. All insurance, insurance policies and certificates of insurance required herein shall provide that coverages afforded under the applicable policies cannot be canceled, modified, allowed to expire, or have renewal refused without a minimum of sixty (60) days prior written notice to Contractor. The minimum limits and types of insurance coverage required herein shall be the greater of (1) those required by the Prime Contract; or (2) the following limits and types of coverage:

Type Insurance	Minimum Policy Limits
<u>Workers Compensation and Employers Liability Insurance</u>	
Workers Compensation	Statutory Limits and Requirements for State(s) of Operation
Employers Liability	\$1,000,000 Each Accident \$2,000,000 Policy Limit \$1,000,000 Each Employee
Required Endorsements	U, S, L, & H When Exposure Exists

Commercial (General) Liability Insurance  
(Occurrence Form Required, including coverage for Subcontractor, if any)

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Payments	\$ 5,000



### Required Endorsements

- 1) Aggregate per Project Endorsements Form CG2503
- 2) Additional Insured - contractors (Form A) CG2009

Named Insured to Read:

“H. G. Mays Corporation, Its Officers,  
Employees and Agents, Its Affiliated Companies  
And All officers, Agents and Employees Of Those  
Affiliated Companies.”

### Automobile Liability Insurance

(Including Owned, Non-Owned and Hired)

Combined Single Limit BI/PD                      \$1,000,000  
Auto Coverage Symbol Must be “1” (Any auto)

### Umbrella Excess Liability

Occurrence Limit                      \$1,000,000  
Aggregate Limit                      \$5,000,000

This Umbrella Must Follow All Forms On the Underlying Policies  
Including Additional Insured Endorsements

All insurance coverage required herein shall be maintained in full force and effect until final completion and acceptance of the Project, provided, however, that Products/Completed Operations coverage shall be maintained for a period of at least three (3) years after completion and acceptance of the Project. Subcontractor does for itself and its officers, agents, employees, insurers and subcontractors, hereby waive all rights against the Contractor, Contractor's affiliated companies and Owner, and their respective officers, agents and employees, for damages, loss, liabilities, claims and expense to the extent covered by insurance provided or required to be procured and maintained under the provisions of this Paragraph IX, and all other insurance applicable to the work under this Subcontract, including but not limited to insurance provided under Workers Compensation Acts, and Disability and Employee Benefit Acts. Subcontractor further acknowledges and agrees that all insurance policies and coverage required herein shall be provided on a primary basis and, where applicable, shall name the Contractor as an additional insured.

Further, Subcontractor shall procure and maintain Pollution Liability Insurance and Environmental Hazard Insurance coverage upon such form of occurrence policy and with such coverages, endorsements and policy limits as shall be acceptable to Contractor providing coverage

for all exposures to liability for pollutants, hazardous materials, environmental hazards and asbestos removal. Such insurance policy or policies shall be further subject to the requirements set forth in this paragraph above pertaining to certificates of insurance, the naming of Contractor as an additional insured, and notice requirements for cancellation, modification and non-renewal, and shall be kept in full force and effect during the performance of Subcontractor's work and for at least three (3) years after completion and final acceptance of the Project.

X. Performance and Payment Bonds. Not Applicable.

XI. Indemnification. Subcontractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Owner, Contractor, Contractor's affiliated companies and their respective officers, agents and employees from and against all claims, costs, damages, demands, losses, liabilities and expenses, of whatever nature, including but not limited to legal costs, attorneys' fees, arising out of or in any way related to the performance of Subcontractor's work under this Subcontract by Subcontractor or Subcontractor's agents, employees or anyone claiming by or through Subcontractor, regardless of whether such claim, damage, loss or expense is caused or alleged to have been caused in part by a party indemnified hereunder. With respect to claims against any person or entity indemnified under this paragraph by any employee of the Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, the indemnification obligation provided herein shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or others under workers' compensation acts, disability benefit acts, or other employee benefit acts. The agreement to indemnify set forth herein is made in consideration of the Contractor executing this Subcontract and the Subcontractor acknowledges and agrees this execution is sufficient consideration to legally obligate it under this indemnity agreement.

XII. Warranty. Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that Subcontractor's warranty and work will conform in all respects with the requirements of the Prime Contract and the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents.

XIII. Dispute Resolution. Any claim, controversy or dispute between the Contractor and Subcontractor arising out of or related to this Subcontract, or a breach hereof, and which claim, controversy or dispute is not resolved by mutual agreements between the parties, shall, unless otherwise required by the Prime Contract applicable law, be submitted to judicial court of competent jurisdiction with Franklin County, Kentucky. The Subcontractor further covenants and agrees that no dispute shall interfere with the progress of Subcontractor's work, and the Subcontractor agrees to proceed with the Subcontract Work as required in spite of any claim, controversy or dispute it may have with Contractor, the Owner or other parties.

XIV. Laws, Permits, Fees and Notices. The Subcontractor shall give all notices required by and comply with all laws, ordinances, rules, regulations and orders of any public authorities applicable to the performance of the Subcontract work. The Subcontractor shall secure and pay for all permits, fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's work as required by the Subcontract Documents.

Subcontractor further covenants and agrees to pay its own payrolls, taxes and all other costs and expense associated with the work required under this Agreement; furnish Contractor with copies of all weekly payrolls and other documentation showing compliance with applicable laws and regulations, if required; furnish Contractor with copies of MSDS (Material Safety Data Sheets) for all materials used on the Project and a copy of Subcontractor's written hazard communication program; and acknowledges and agrees that any payment received by Subcontractor shall be held in trust for the purpose of paying its subcontractors, laborers, materialmen, suppliers and any others claiming by or through Subcontractor and who may be entitled to assert a lien or other claim against the Project.

XV. Removal of Equipment. Subcontractor shall not, without the prior written consent of Contractor, remove or permit to be removed from the Project any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the Project for use in connection therewith until the Subcontract Work has been completed.

XVI. Cleanup. Subcontractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract and shall, upon completion of its work, leave the Project site in a clean and orderly condition.

XVII. Association Dues. Subcontractor agrees to pay its proportionate share of the Kentucky Association of Highway Contractor's (KAHC) dues.

XVIII. Equal Employment Opportunity and Affirmative Action. Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, religion, national origin, physical or mental handicap, or because he or she is a disabled veteran of the Vietnam era. Subcontractor agrees to take affirmative action to insure that qualified applicants are employed, and that employees are treated during employment, without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era. To the extent applicable, Subcontractor shall comply with all provisions of Executive Order No. 11246, dated September 24, 1976; the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1972, and all amendments thereto, and all rules, regulations, order instructions, designations and other directives promulgated pursuant thereto, the terms of all of which are incorporated herein by reference. Violation of this provision shall be considered a material breach of this Subcontract and shall entitle Contractor to exercise any of the options set forth in Paragraph VII hereof, including termination or suspension of this

agreement in whole or in part.

XIX. Assignment. Subcontractor shall not sublet or assign any portion of this Subcontract, nor any monies due or to become due, or Subcontractor's earnings and compensation hereunder, without the prior written consent of Contractor. Any such assignment or subletting without prior written consent of Contractor shall be void and of no effect.

XX. Notice. All notices, demands and other communications provided for herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other party, or mailed by United States Mail, postage prepaid, to the respective addresses of Contractor and Subcontractor as set forth hereinabove, or such other address as either may have designated from time to time. Contractor may exercise any right given to it immediately after mailing the letter containing such notice; however, this does not preclude a Contractor from giving notice in any other legal matter.

XXI. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

XXII. Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement and the Subcontract Documents shall not affect the validity or continuing force effect of any other provision or the application of such provisions to persons and circumstances other than those as to which it is determined invalid or unenforceable. The failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver of relinquishment of such term, covenant, condition or right.

XXIII. Uniform Construction of Agreement. Contractor and Subcontractor mutually agree that the interpretation, construction and enforcement of this Agreement shall be uniform in all respects and shall not be construed more or less favorably for either Contractor or Subcontractor.

XXIV. Entire Agreement. This Subcontract represents the entire and integrated agreement between the Contractor and Subcontractor and supercedes all prior negotiations, representations, or agreements, either written or oral, and shall not be altered, modified or amended in any manner whatsoever unless the same shall be in writing and signed by the parties hereto.

In WITNESS WHEREOF, the parties have executed this Subcontract, or have caused it to be executed by their duly authorized officers the date and year above written.

H. G. MAYS CORPORATION

BY: Albert B. Kline

Title: Vice President

SPARTAN CONSTRUCTION, INC.

BY: Doranne Brassant

Title: President

STATE OF KENTUCKY

COUNTY OF FRANKLIN

The foregoing Subcontract was this 5<sup>th</sup> day of JUNE, 2003 subscribed, sworn to and acknowledged before me by ALBERT KINMAN in his capacity as VICE PRESIDENT of H. G. Mays Corporation.

Charles F. Whelan

Notary Public

My commission expires 12/27/05

STATE OF KENTUCKY

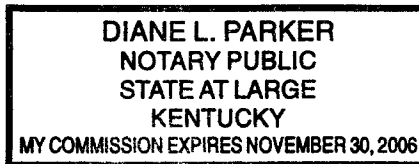
COUNTY OF BOONE

The foregoing Subcontract was this 4<sup>th</sup> day of JUNE, 2003 subscribed, sworn to and acknowledged before me by DIANNE BOSSART in his capacity as PRESIDENT of Spartan Construction, Inc.

Diane L. Parker

Notary Public

My commission expires 11-30-06



## EXHIBIT A

The Description of Work incorporated into this Subcontract is as follows:

Item No.	Description of Items	Total Estimated Quantities	Price per Unit	Amount
7	Remove PCC Pavement	100 SY	45.00	4,500.00
8	PCC Pavement – 10" NR	100 SY	150.00	15,000.00
9	Partial Depth Patching	100 CF	75.00	7,500.00
24	Repair Existing Blowup	1,438 SY	75.00	107,850.00
<b>Total</b>				<b>\$134,850.00*</b>

**\*Conditions:**

1. Staking, seeding, sodding or restoration not included.
2. Blowup repairs does not include geogrid.
3. Leveling and Wedging not included.
4. All bituminous products supplied by prime. Haul and place only.
5. All traffic control devices supplied by prime.

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION**

**SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL**

I hereby certify that Spartan Construction Inc. of Burlington, KY has a copy of  
Subcontracting Company City, State

the bid proposal in the Bid Letting 5/23/03 for 03-0403  
Letting Date Project Code No (PCN)

Shelby-Franklin FD52 106 0064 043-046 & FD52 037 0064 046-054  
County Project Number

And will abide by the conditions set forth in said bid proposal.

*Deanne Prussart* 6-4-03  
Representative Date

Spartan Construction Inc.  
Subcontracting Company



Commonwealth of Kentucky  
**Transportation Cabinet**  
Frankfort, Kentucky 40622

James C. Codell, III  
Secretary of Transportation


Paul E. Patton  
Governor

Clifford C. Linkes, P.E.  
Deputy Secretary

**MEMO**

Date: June 20, 2003

To: Bob Lewis  
Division of Construction

From: Rick Stansel   
Division of Contract Procurement

Re: Franklin-Shelby Counties - PCN 030403  
IM 64-3 (39)  
H.G. Mays Corporation

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, Sub-Contract Agreements and Certificates of Insurance for this project. The established goal for this project was 2%. Contract Procurement has reviewed and approved 4.16%. A work order was issued for this project on June 19, 2003.

CC: Dexter Newman  
Anna Patterson





**Kentucky Transportation Cabinet**

Division of Contract Procurement

Report of Current Certificate Status

Printed From RE-VIEW software

6/25/2003

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**CERTIFICATE:      2003 A 00887-009      3. REINSTATEMENT**

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**Approved:    2/25/2003**

**Expires:    9/30/2003**

**Lapse Date (Expires + 120):**

**1/28/2004**

**SPARTAN CONSTRUCTION INC  
1619 DISTRIBUTION DRIVE  
BURLINGTON KY 41005**

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**Approved Work Items**

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- A    GRADE AND DRAIN
- B    PORTLAND CEMENT CONCRETE PAVING
- E1   BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2   BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3   BRIDGES 100 FT. CLEAR SPAN AND OVER
- G    LIGHTING
- I27   DEMOLITION
- I28   CONCRETE REPAIRS
- I37   TRAFFIC CONTROL

## PRODUCER

THE HAUSER GROUP  
4300 GLENDALE-MILFORD ROAD  
CINCINNATI OH 45242  
Phone: 513-745-9200 Fax: 513-745-9219

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## INSURED

Spartan Construction, Inc.  
1619 Distribution Drive  
Burlington KY 41005

INSURER A: ST. Paul Fire & Marine Ins Co  
INSURER B: Kentucky Associated General  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	KK02300069	12/31/02	12/31/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					Stop Gap 1,000,000
A	AUTOMOBILE LIABILITY	KK02300069	12/31/02	12/31/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Comp-Phys Dam				
	<input checked="" type="checkbox"/> Coll-Phys Dam				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	KK02300069	12/31/02	12/31/03	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6520	01/01/03	12/31/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 3,000,000
					E.L. EACH ACCIDENT \$ 3,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
					E.L. DISEASE - POLICY LIMIT \$ 3,000,000
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Normal Operations of the named insured

Franklin/Shelby County PCN 03-0403  
FD 52106 0064 043 046  
FD 52037 0064 046 054

IM 64-3-39

## CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER: .....

## CANCELLATION

H.G. Mays Corporation  
350 Lewis Ferry Road  
P.O. Box 797  
Frankfort, KY 40602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

The Hauser Group

*Debra K. Collins*